his agent seem material; for the buyer's power to affect the journey of the goods is equally great whether the agent is a common carrier or the buyer's private forwarder.[16] Hence, where the buyer sends his own vessel or cart for the goods, it is difficult to see why the goods are not still in transit, though in the control and constructive possession of the buyer, if the servant's only authority on receipt is to convey them to a specified place. The authorities are, however, almost unanimous that if such an agent receives the goods for the purpose of making final delivery in person, the transit is thereupon ended.[17]

RECENT CASES.

ACCOUNT — ACCOUNT STATED — PROMISSORY NOTES AS BASIS FOR ACCOUNT STATED. — The plaintiff held four overdue promissory notes made by the defendant. After calculating the interest, he stated to the defendant the total amount due. The defendant admitted that the amount was correct. *Held*, that the plaintiff cannot recover as for an account stated. *Jasper Trust Co.* v. *Lampkin*, 50 So. 337 (Ala.).

If a creditor states and a debtor admits that as a result of a past transaction a fixed sum is due, the court will imply a promise to pay such sum. If the debt is not liquidated, this promise is good consideration for the creditor's implied promise to accept the sum stated as payment, and the latter can bring an action on an account stated. The debt, if unliquidated, need not be for more than one item. *Knowles* v. *Michel*, 13 East 249. But there is no legal detriment in a promise to pay a liquidated debt; and since in the principal case the interest had only to be computed, the court properly considered the debt liquidated and denied recovery. The decision may also be supported by the rule that a specialty cannot be merged into an obligation of lesser dignity such as an account stated. *Young* v. *Hill*, 67 N. Y. 162. Since negotiable instruments may well be treated as commercial specialties this rule might properly be extended to them. But see *Highmore* v. *Primrose*, 5 M. & S. 65.

ADMIRALTY — CONTRACTS — MORTGAGEE'S RIGHT TO FREIGHT. — After coal was supplied to a vessel on the mortgagor's credit, the mortgagee took possession of the vessel. The freight money which was thereafter earned on the homeward voyage was paid into court and claimed by the parties who had supplied the coal. *Held*, that the freight money belongs to the mortgagee. *El Argentino*, 101 L. T. R. 80 (Prob. Div. Eng.).

When a mortgagee takes possession of a vessel, he becomes its owner and is entitled to its earnings, regardless of antecedent contract rights. *Keith* v. *Burrows*, 2 A. C. 636; *Pelayo* v. *Fox*, 9 Pa. St. 489. In England, it is settled that no materialman can have a lien. *Northcote* v. *Owners of the Henrich Björn*, 11 A. C. 270. Hence the principal case correctly decides that when title to the coal was transferred to the mortgagor the seller lost all interest therein. See *The Two Ellens*, 26 L. T. R. 1; *The Pacific*, Brown & L. 243. In America the same result should be reached if supplies are furnished in domestic ports; but not if furnished in foreign ports. See *The J. E. Rumbell*, 148 U. S. 1. For in the latter case, a lien

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[16] London, etc., R'y *v.* Bartlett, *supra;* See Whitehead *v.* Anderson, 9 M. & W. 518, 534.

[17] Schotsmans *v.* Lancashire, etc., R'y Co., L. R. 2 Ch. 332. *Contra*, Newhall *v.* Vargas, 13 Me. 93. See also Merchant's, etc., Co. *v.* Phenix, etc., Co., 5 Ch. D. 205, 219.